

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of April 2007 by and between the JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1, State of Colorado, (hereinafter designated as the "Owner"), and

(Contractor)

(Address)

(Address)

(incorporated in the State of _____), of the County of _____, State of _____, (hereinafter designated as the "Contractor"), in connection with the construction of:

(SCHOOL)

(Address)

(Address)

(DISCRIPTION)

Complete with all work appurtenant thereto.

In consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties agree as follows:

CA - 1.00 SCOPE OF THE WORK

The Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation and other construction accessories, services and facilities specified or required to be incorporated in and form a permanent part of the completed work. In addition, the contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions and conditions of the Contract Documents as defined in the attached General Conditions, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein; perform, execute, construct and complete all things mentioned to be done by the Contractor and all work included in and covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

CA - 2.00 THE CONTRACT DOCUMENTS

The contract Documents shall consist of this written Agreement, which Agreement shall incorporate by this reference all of the instruments set out in Article 1 of the General Conditions as fully as if they were set out in this Agreement in full, all of which documents and instruments are incorporated by the signature of the parties hereto.

CA - 3.00 TIME OF COMPLETION

The contractor agrees to commence work under this Agreement no later than Day Month Year and to fully complete all work by no later than Day Month Year.

CA - 4.00 LIQUIDATED DAMAGES

The contractor understands and agrees that the completion of the entire project within the time provided is an essential feature of this Agreement and that the Owner will sustain substantial damages, the amount of which is not possible to accurately determine at this time, if the work is not so completed. The Contractor, therefore, agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to insure the completion of the work within the prescribed time. The Contractor further agrees that his failure to finally and fully complete the work within the time allowed shall be considered as a breach of the Agreement and entitle the Owner to collect liquidated damages for the delay in completion in accordance with the General Conditions of the Contract in the sum of (\$) per calendar day.

CA - 5.00 CONTRACT SUM

The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation for Base Bid for the lump sum of:

(\$)

subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the Project is equal to or in excess of the contract sum.

CA - 6.00 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Contractor, the Architect, and the Owner shall make such inspection, and when the work is found to be acceptable under the Agreement and the Agreement fully performed, including the satisfactory completion of all punch list items, the Architect shall promptly so certify to the Owner, over his own signature, stating that the work provided for in this Agreement has been completed in accordance with the Contract Documents and is accepted by him under the terms and conditions therefor, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance of the Owner's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been or will promptly be paid.

CA - 7.00 ALTERATIONS

The following alterations were made in this Agreement before it was signed by the parties:

N/A

CA - 8.00 REPRESENTATIONS

The Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

CA - 9.00 ASSIGNMENT

The Contractor shall not assign any of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this Agreement.

CA - 10.00 PARTIAL INVALIDITY

If any provisions of this Agreement are in violation of any statute or rule of law of the State of Colorado, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

CA - 11.00 WAIVER

No waiver of any breach of any one of the agreements, terms conditions or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Contractor to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

CA - 12.00 ENTIRE AGREEMENT

The within Agreement, together with the Contract Documents as defined in Article 2.00 herein, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto.

CA - 13.00 COUNTERPARTS

This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

CA - 14.00 GOVERNING LAW

Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Jefferson County, State of Colorado. This transaction shall be governed by the laws of the state of Colorado.

CA - 15.00 ATTORNEYS' FEES

In the event it becomes necessary for either party to enforce any provisions or breach of this

Agreement by commencing litigation, the prevailing party in such action shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.

CA - 16.00 NOTICES

All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner: Cheryl K. Humann
Executive Director, Construction Management
Jefferson County School District No. R-1
809 Quail Street, Building #4
Lakewood, Colorado 80215

If to Contractor, then to the individual at the address set forth in the signature block below. Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written, and shall extend to and bind the parties, their successors, assigns and personal representatives

JEFFERSON COUNTY SCHOOL DISTRICT
NO. R-1, STATE OF COLORADO

ATTEST:

By: _____

Cheryl K. Humann, Executive Director
Construction Management

(Contractor)

ATTEST:

By: _____

(Address)

(SEAL)